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DBEST PRODUCTS, INC.*

**IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

iBeauty Limited Company, Dongguan  
Xianghuo Trading Co., Ltd., Dongguan  
Laiyang Trading Co., Ltd., Guangzhou  
Linyu Trading Co., Ltd., Guangzhou  
Lincan Electronic Technology Co., Ltd.,  
and Guangzhou Senran Electronic  
Technology Co., Ltd.,

Plaintiffs/Counter-Defendants,

v.

Dbest Products, Inc.,

Defendant/Counterclaimant.

Case No. 2:24-cv-10694-MWC-JC

**JOINT RULE 26(F) REPORT**

**SCHEDULING CONFERENCE**

Date: July 18, 2025

Time: 1:30 p.m.

Ctm.: 6A

Hon. Judge Michelle Williams Court

1 Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Local Rule  
2 26-1, on June 25, 2025, at approximately 1:00 PM PT, the parties met and conferred  
3 via video conference through their respective counsel of record. David Silver, from  
4 Bayramoglu Law Offices on behalf of Plaintiffs iBeauty Limited Company,  
5 Dongguan Xianghuo Trading Co., Ltd., Dongguan Laiyang Trading Co., Ltd.,  
6 Guangzhou Linyu Trading Co., Ltd., Guangzhou Lincan Electronic Technology Co.,  
7 Ltd., and Guangzhou Senran Electronic Technology Co., Ltd (“Plaintiffs”), and Ehab  
8 Samuel on behalf of Defendant Dbest Products, Inc. (“Defendant” and collectively  
9 referred to herein with “Plaintiffs” as the “Parties”). The Parties now submit the  
10 following Joint Rule 26(f) Report.

11 **A. Statement of the Case**

12 **PLAINTIFFS:** This is a case regarding a declaratory judgment case filed by  
13 Plaintiffs seeking a ruling by the Court of non-infringement and invalidity of U.S.  
14 Patent No. 12,103,576 (“the ‘576 Patent”), which was the basis of infringement  
15 allegations made by Defendant to Amazon prior to the initiation of this declaratory  
16 judgment action. Defendant filed numerous takedown requests to Amazon on the  
17 basis of allegations of infringement of the ‘576 Patent, which resulted in the removal  
18 of Plaintiffs’ products and harm to Plaintiffs’ respective businesses. Plaintiffs believe  
19 such takedown requests were made in bad faith with the intention to minimize, if not  
20 entirely eliminate, any valid marketplace competition. Defendant’s pattern of  
21 behavior has resulted in numerous nearly identical declaratory judgment actions  
22 being filed against it. Plaintiffs contend that not only are the products non-infringing  
23 to begin with, but that there is prior art that would invalidate Defendant’s patent  
24 altogether as well as inequitable conduct committed by Defendant during the  
25 prosecution of the patent application that resulted in the issuance of the ‘576 Patent  
26 that would similarly invalidate the ‘576 Patent. In addition to a finding of non-  
27 infringement and/or invalidity of the ‘576 Patent, Plaintiffs are seeking a permanent  
28

1 injunction preventing further wrongful removals by Defendant of Plaintiffs’ products  
2 and recovery of the harm done for the knowing, willful, and deliberate wrongful  
3 takedown requests under 28 U.S. Code § 2202 as the Court deems proper. Plaintiffs  
4 also intend to file an amended complaint regarding the additional allegations  
5 involving Patent Nos. 12,275,446 and 12,304,546 made by Defendant in the recently  
6 filed Counterclaims.

7 Plaintiffs note that Defendant has attempted to improperly sway the Court’s  
8 opinion in attempting to claim this case is “nearly identical” to *Guangzhou Yucheng*  
9 *Trading Co., Ltd. v. dbest products, Inc.*, No. 2:21-cv-04758-JVS-JDE (C.D. Cal.).  
10 However, this prior case involved a different seller, a different patent from any of the  
11 three asserted by Defendant, different factual allegations, and even different  
12 counterclaims as Defendant in the prior case was also alleging trademark  
13 infringement.

14 Similarly, Defendant asserts that Plaintiffs have engaged in “ongoing litigation  
15 tactics” regarding a “refusal to accept or waive service” for separately filed lawsuits  
16 regarding infringement allegations of Patent Nos. 12,275,446 and 12,304,546.  
17 Counsel for Plaintiffs in fact informed Defendant that Plaintiff iBeauty Limited  
18 Company was willing to waive service in exchange for additional time to respond.  
19 However, Plaintiffs’ counsel in this case was not retained for those additional  
20 separately filed cases, and our understanding is that a different counsel has since been  
21 involved in those matters.

22 Defendant also claims that Plaintiffs filing a separate declaratory judgment  
23 regarding the infringement allegations for Patent Nos. 12,275,446 and 12,304,546  
24 was a “a calculated attempt to preserve strategic control” is a farce considering it was  
25 Defendant that filed separate cases to begin with when they could have (and  
26 eventually did) file the same allegations as counterclaims in this action. None of  
27 Defendant’s complaining about service, consolidation, or separate filings would have  
28 been necessary had Defendant not procedurally complicated this matter to begin with

1 through its own litigation tactics. Plaintiffs requested Defendant remove such  
2 posturing from the joint report, which Defendant refused, necessitating Plaintiffs to  
3 provide the present clarifications for the Court.

4 **DEFENDANT:**

5 This action arises from Plaintiffs' infringement of three U.S. patents owned by  
6 dbest Products, Inc. through the manufacture, use, sale, or importation of their  
7 products ("Accused Products"). The patents at issue are U.S. Patent No. 12,103,576  
8 B2 ("the '576 Patent"), U.S. Patent No. 12,275,446 ("the '446 Patent"), and U.S.  
9 Patent No. 12,304,546 ("the '546 Patent").

10 Plaintiff filed this tactical declaratory judgment filing following dbest's good-  
11 faith enforcement of its U.S. Patent No. 12,103,576 B2 ("the '576 Patent") on the  
12 Amazon marketplace. Following dbest's reports of infringement to Amazon, the  
13 Accused Products were voluntarily removed by Amazon from its platform.  
14 Plaintiffs—most of whom are Chinese entities with no apparent affiliation to one  
15 another—subsequently filed this action, apparently banding together to burden dbest  
16 with litigation, much like other Amazon sellers whose infringing listings were also  
17 taken down.

18 Contrary to Plaintiffs' expectations, dbest is fully committed to enforcing its  
19 intellectual property rights. As reflected in the thirteen (13) detailed preliminary  
20 infringement claim charts attached to its counterclaims (Dkt. 48, Exs. J–V), dbest  
21 submits that each of the Accused Products infringes at least one claim of the '576,  
22 '446, and/or '546 Patents.

23 Headquartered in Carson, California, dbest is a leading U.S. innovator and  
24 seller of premium portable carts and storage solutions. Its products—often featured in  
25 QVC, Inc. television segments and online promotions—have achieved significant  
26 commercial success in the United States. The Plaintiffs, in contrast, include one  
27 Colorado entity (iBeauty) and several Chinese companies that distribute the Accused  
28 Products online, including through Amazon.

1 This is not the first time dbest has defended its intellectual property against  
2 foreign sellers attempting to undermine its rights via declaratory judgment actions. In  
3 *Guangzhou Yucheng Trading Co., Ltd. v. dbest products, Inc.*, No. 2:21-cv-04758-  
4 JVS-JDE (C.D. Cal.), another Amazon seller brought a nearly identical action  
5 seeking declarations of invalidity and noninfringement. dbest prevailed on all counts.  
6 A jury found willful infringement, awarded full damages, and the Honorable Judge  
7 Selna found the case exceptional—awarding dbest treble damages, attorneys’ fees,  
8 costs, and interest totaling approximately \$2.3 million. *See id.*, Dkt. 289.

9 Given the factual and strategic similarities to that earlier case, dbest is  
10 confident it will once again prevail in defending and enforcing its patent rights. That  
11 confidence is further reinforced by Plaintiffs’ ongoing litigation tactics, including  
12 their refusal to accept or waive service in, and/or to consolidate, multiple co-pending  
13 actions pending before this Court asserting infringement of the ’446 and ’546 Patents.  
14 *See dbest products, Inc. v. iBeauty Limited Company*, No. 2:25-cv-04583 (C.D. Cal.  
15 filed May 21, 2025); *dbest products, Inc. v. Dongguan Xianghuo Trading Co., Ltd.*,  
16 No. 2:25-cv-04573 (C.D. Cal. filed May 21, 2025); *dbest products, Inc. v. Dongguan*  
17 *Laiyang Trading Co., Ltd.*, No. 2:25-cv-04586 (C.D. Cal. filed May 21, 2025); *dbest*  
18 *products, Inc. v. Guangzhou Linyu Trading Co., Ltd.*, No. 2:25-cv-04587 (C.D. Cal.  
19 filed May 21, 2025); *dbest products, Inc. v. Guangzhou Linan Electronic*  
20 *Technology Co., Ltd.*, No. 2:25-cv-04588 (C.D. Cal. filed May 21, 2025); and *dbest*  
21 *products, Inc. v. Guangzhou Senran Electronic Technology Co., Ltd.*, No. 2:25-cv-  
22 04589 (C.D. Cal. filed May 21, 2025).

23 Rather than respond to dbest’s enforcement actions through counterclaims in  
24 the pending Central District cases, Plaintiffs instead filed a separate declaratory  
25 judgment action in the Northern District of California. *See iBeauty Limited Co. et al.*  
26 *v. dbest products, Inc.*, No. 5:25-cv-05344 (N.D. Cal. filed June 26, 2025). This was  
27 not a matter of procedural convenience—it was a calculated attempt to preserve  
28 strategic control over a manufactured narrative of invalidity, while evading the more

1 direct and comprehensive exposure of their infringement posed by the '446 and '546  
2 Patents. These patents directly undermine the core premise of Plaintiffs' claims and  
3 expose the weakness of their narrative. By asserting infringement counterclaims  
4 based on the '446 and '546 Patents in this case, dbest has ensured that Plaintiffs will  
5 be held to account and cannot evade liability through tactical gamesmanship.

6 **B. Subject Matter Jurisdiction**

7 This action arises under the Declaratory Judgment Act, 28 U.S.C. § 2201, et  
8 seq., and the United States Patent Act, 35 U.S.C. § 1, et seq. This Court has subject  
9 matter jurisdiction over this action pursuant to 28 U.S.C. §§ 2201, 2202, 1331, and  
10 1338(a).

11 **C. Legal Issues**

12 **PLAINTIFFS:** The key legal issues will be the claim construction of the  
13 alleged infringement of the '576 Patent and the invalidity arguments based on the  
14 prior art and inequitable conduct during the prosecution of the application for the  
15 '576 Patent. As there are multiple Plaintiffs, it will be important to distinguish which  
16 product is being discussed during any analysis for infringement/non-infringement as  
17 there are multiple products at issue identified by various Amazon Standard  
18 Identification Numbers (ASINs). Some ASINs will share a similar design, while  
19 other ASINs have a different design. Grouping all products together in a single  
20 analysis would be improper and could result in some substantive, procedural, or  
21 evidentiary complications. After the initiation of this matter, there have been  
22 additional takedown requests sent by Defendant to Amazon against the same  
23 Plaintiffs for the same goods based on two different patents that resulted in an  
24 additional removals of Plaintiffs products. Defendant filed separate lawsuits against  
25 each of the Plaintiffs regarding the new takedown requests and Plaintiffs collectively  
26 filed a new Declaratory Judgment lawsuit against Defendant regarding the same.  
27 These new cases could cause complications in this case in determining what  
28

1 actions/damages are related to which patent and the interrelation between all of  
2 Defendant's asserted patents.

3 **DEFENDANT:**

4 The legal issues in dispute include at least the following:

- 5 1. The proper construction of the asserted claims of the '576, '446 and '546  
6 Patents (collectively, Asserted Patents);
- 7 2. The infringement and validity of the Asserted Patents;
- 8 3. Whether dbest is entitled to damages if Plaintiffs are found to infringe one or  
9 more claims of the Asserted Patents;
- 10 4. Whether Plaintiffs willfully infringed the Asserted Patents, and whether dbest  
11 is entitled to enhanced damages if Plaintiffs are found to willfully infringe one  
12 or more claims of the Asserted Patents;
- 13 5. The scope of injunctive relief to which either side is entitled; and
- 14 6. Whether attorneys' fees, costs, or expenses are recoverable for either side  
15 under 35 U.S.C. § 285.

16 **D. Damages**

17 **PLAINTIFFS:** Based on the length of time of the initial removals of  
18 Plaintiff's products relating to allegations of infringement of the '576 Patent,  
19 Plaintiffs estimate a collective loss of over \$750,000, not including any harm to the  
20 reputation of Plaintiffs' stores and loss of product rankings during this time. A full  
21 accounting of damages will be subject to further discovery in an amount to be proven  
22 at trial.  
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1        **DEFENDANT:** dbest submits that Plaintiffs are not entitled to any monetary  
2 damages based on their declaratory judgment claims. dbest seeks the following relief:

- 3        • Compensatory damages caused by Plaintiffs' acts of infringement of the  
4        Asserted Patents, including of its lost profits, but in no event less than a  
5        reasonable royalty, under 35 U.S.C. § 284.  
6        • Increased damages up to three times the amount found or assessed under 35  
7        U.S.C. § 284 from Plaintiffs' alleged willful infringement.  
8        • Reasonable attorney fees under 35 U.S.C. § 285.  
9        • All costs and pre- and post-judgment interest.  
10       • Injunctive relief under 35 U.S.C. § 283.

11       **E. Parties and Evidence**

12       **PLAINTIFFS:**

- 13       1. Lijun Zheng (General Manager of iBeauty Limited Company);  
14       2. Kai Shan Wen (General Manager of Dongguan Xianghuo Trading Co.,  
15       Ltd.);  
16       3. Cui Fu (General Manager of Dongguan Laiyang Trading Co., Ltd.);  
17       4. Shaomain Jiang (General Manager of Guangzhou Linyu Trading Co.,  
18       Ltd.);  
19       5. Xiaofeng Wu (General Manager of Guangzhou Lincan Electronic  
20       Technology Co., Ltd.);  
21       6. Jiamin Lin (General Manager of Guangzhou Senran Electronic  
22       Technology Co., Ltd.);

23       There may be additional witnesses as discovery requires, including but not  
24 limited to expert discovery relating to claim construction.

25       Key documents include, at a minimum, the file wrapper and correspondence  
26 with the USPTO regarding the '576 Patent, proof of relevant prior art,  
27 communications between Defendant and Amazon relating to the takedown requests  
28

1 and alleged infringement by Plaintiffs' products, Defendant's purchase records of  
2 Plaintiffs' products for any claimed infringement analysis, and any alleged  
3 infringement charts and verifiable evidence of the creation dates of said charts.

4 **DEFENDANT:**

5 In addition to Plaintiffs' witnesses identified above, dbest identifies its CEO,  
6 Richard Elden. dbest anticipates taking document and testimonial discovery on at  
7 least the following issues:

- 8 - The factual basis for Plaintiffs' non-infringement contentions;
- 9 - The factual basis for Plaintiffs' invalidity contentions;
- 10 - Document and testimonial discovery relating to damages, including the  
11 reasonable royalty factors identified in *Georgia Pacific Corp. v. United*  
12 *States Plywood Corp.*, 318 F. Supp. 1116 (S.D.N.Y. 1970); and
- 13 - Document and testimonial discovery relating to facts relevant to the legal  
14 issues in Section C above.

15 **F. Insurance**

16 The Parties are unaware of any insurance agreement that may be relevant to the  
17 claims or counterclaims in this action.

18 **G. Manual for Complex Litigation**

19 The Parties do not believe that any part of the procedures of the Manual for  
20 Complex Litigation should be utilized in this case.

21 **H. Motions**

22 At this time, the Parties do not anticipate any motions seeking to add other  
23 parties, transfer venue, or challenge the Court's jurisdiction.

24 **PLAINTIFFS:** Plaintiff reserves the right to file a motion to strike all or part  
25 of Defendant's counterclaims upon further review of the recently filed counterclaims.  
26  
27  
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1       **DEFENDANT:** At this time, dbest anticipates filing a motion for judgment on  
2 the pleadings at least as to Plaintiffs' invalidity claims. Further, at this time, dbest  
3 also contemplates it will file summary judgment motion on one or more of the claims  
4 and defenses at issue in this action, as well as *Daubert* motions to exclude proposed  
5 testimony of one or more of Plaintiffs' expert witnesses.

6       **I. Dispositive Motions**

7       At this time, both Parties are contemplating filing Motions for Summary  
8 Judgment in this action depending on the outcome of the claim construction and fact  
9 discovery.

10       **PLAINTIFFS:** Plaintiff reserves the right to file a motion to dismiss all or part  
11 of Defendant's counterclaims upon further review of the recently filed counterclaims.

12       **DEFENDANT:** At this time, dbest anticipates filing a motion for judgment on  
13 the pleadings at least as to Plaintiffs' invalidity claims. Further, at this time, dbest  
14 also contemplates it will file summary judgment motion on one or more of the claims  
15 and defenses at issue in this action, as well as *Daubert* motions to exclude proposed  
16 testimony of one or more of Plaintiffs' expert witnesses.

17       **J. Status of Discovery**

18       The Parties have not yet initiated any formal discovery. The Parties will serve  
19 their Initial Disclosures, including identification of witnesses and list of documents  
20 on or before August 1, 2025.

21       **K. Discovery Plan**

22       The Parties' discovery plan addressing the FRCP 26(f) (3)(A)-(F) topics is set  
23 forth below:

24       FRCP 26(f)(3)(A) – Disclosures Under 26(a)

25       The Parties do not believe that any changes need to be made to the form or  
26 requirements for disclosure under Rule 26(a).  
27  
28

1 FRCP 26(f)(3)(B) – Scope of Discovery

2 The Parties anticipate that fact discovery will be needed on the takedown  
3 requests and Defendant’s conduct, the infringement/non-infringement of Plaintiffs’  
4 products, the sales and lost sales amounts for Plaintiffs’ products, relevant prior art,  
5 the inequitable conduct allegations, and other topics that may arise during the course  
6 of discovery related to the claims, defenses, and counterclaims.

7 The Parties do not believe it will be necessary to conduct discovery in phases.

8 The Parties anticipate taking between seven (7) to ten (10) depositions  
9 (including but not limited to the principal for each named party), not inclusive of any  
10 expert depositions, but reserve the right to take additional depositions based upon the  
11 developments of the case.

12 Depositions of party 30(b)(6) or other fact witnesses who reside in China  
13 may require special accommodations. The Parties acknowledge the difficulties in  
14 taking depositions of foreign witnesses, especially in China, and have agreed that  
15 such depositions will take place remotely with the deponent traveling to Hong  
16 Kong, Macau, or other mutually agreeable location. Counsel for both parties may  
17 need to take and defend depositions in Asia or remotely using Zoom or similar  
18 applications.

19 FRCP 26(f)(3)(C) – Electronically Stored Information

20 The Parties submit that electronically stored information (“ESI”) should be  
21 produced in PDF format if possible, except where the conversion of the document to  
22 the PDF format would render the document illegible or alter the appearance of the  
23 document, such as excel spreadsheets, which may be produced in their native format.  
24 The documents shall be Bates stamped in a manner that shows which Party produced  
25 the document.

26 FRCP 26(f)(3)(D) – Privilege and Work Product Issues

27 The Parties do not anticipate any issues regarding privilege or work product.  
28

1 Regardless, the Parties will seek to resolve such issues as they may arise based on the  
2 procedures set forth in a Stipulated Protective Order for discovery matters, described  
3 below under FRCP 26(f)(3)(F).

4 FRCP 26(f)(3)(E) – Changes to FRCP/Local Rule Limitations on Discovery

5 Plaintiffs collectively may serve a maximum of 15 common interrogatories  
6 (i.e., interrogatories that are the same or substantially the same or are served on  
7 behalf of Plaintiffs), including all discrete subparts, on Defendant dbest. Each  
8 Plaintiff may serve up to 10 additional interrogatories (including all discrete subparts)  
9 on Defendant dbest. Similarly, dbest may serve a maximum of 15 common  
10 interrogatories (i.e., interrogatories that are concurrently served on all Plaintiffs),  
11 including all discrete subparts, on Plaintiffs. Defendant dbest may serve up to 10  
12 additional interrogatories (including all discrete subparts) on Plaintiffs. All  
13 interrogatories shall be labeled as “Common” or “Specific” when served.

14 There are no limits on the number of RFPs and RFAs. However, the parties  
15 will endeavor to serve common requests where possible. All RFPs and RFAs shall be  
16 labeled as “Common” or “Specific” when served.

17 Further, as discussed in detail in Section R, below, the parties request that the  
18 Court adopt the Northern District of California’s Patent Local Rules in this action.  
19 Those include procedures for patent-related disclosures and document productions  
20 intended to streamline and focus discovery on patent-related issues including claim  
21 construction, infringement allegations, invalidity allegations, and damages.

22 FRCP 26(f)(3)(F) – Protective Order

23 The Parties anticipate that discovery in this case will require each to produce  
24 information that may be confidential and/or proprietary. Accordingly, the Parties  
25 intend to request entry of a Stipulated Protective Order for discovery matters in this  
26 case.

1           **L.     Expert Discovery**

2           **PLAINTIFFS:** Plaintiff proposes an Expert Discovery-Cutoff of September  
3 11, 2026.

4           **DEFENDANT:** Defendant dbest proposes to complete expert witness  
5 discovery as set forth in the proposed schedule (Exhibit A).

6           **M.     Settlement/Alternative Dispute Resolution**

7  
8           The Parties' counsel have discussed the relevant facts and legal issues and have  
9 attempted to resolve the case, but the discussions were not successful. The Parties  
10 may continue independently discussing settlement as claim construction and  
11 discovery moves forward. Pursuant to the Local Rule 16-15.4, the Parties agree to  
12 utilize ADR Procedure No. 1 (having a Magistrate Judge conduct a mediation).

13           Plaintiffs believe a later date for the deadline to complete the mediation with  
14 the Magistrate Judge would be best saved for after the parties have had a chance to  
15 resolve infringement and invalidity contentions. Early mediation would not be  
16 beneficial if substantial disagreements regarding the infringement and invalidity  
17 contentions remain outstanding.

18           Defendant dbest believes that early mediation in this case before the Magistrate  
19 Judge would be beneficial to see if the parties can reach an amicable business  
20 resolution, before significant costs are incurred for claim construction brief, as well as  
21 for fact and expert discovery. Subject to the Magistrate Judge's availability, dbest  
22 proposes a settlement conference this year – on or about October 30, 2025. Plaintiffs  
23 disagree and prefer to schedule by November 25, 2026.

24           **N.     Trial Estimate**

25           This case will be tried to a jury, and the Parties currently anticipate the length  
26 of trial to be 7-10 days.

1       **PLAINTIFFS:** Plaintiffs are contemplating calling at least three witnesses, but  
2 could be up to around eight to ten witnesses depending on discovery and the needs of  
3 the case at trial.

4       **DEFENDANT:** Defendant dbest contemplates calling 7 fact witnesses, as well  
5 as technical and damages expert witnesses.

6       **O. Trial Counsel**

7       Bayramoglu Law Offices LLC shall be trial counsel for Plaintiffs. David Silver  
8 will be lead trial counsel.

9       Orbit IP, LLP shall be trial counsel for Defendant. The names of the counsels  
10 who will try the case for dbest are:

- 11           • Ehab M. Samuel (SBN 228296)
- 12           • David A. Randall (SBN 156722)
- 13           • Bruce Chapman (SBN 164258)

14       **P. Magistrate Judge**

15       The Parties do not consent to try the case before a magistrate judge.

16       **Q. Independent Expert or Master**

17       The Parties agree that this case is not appropriate for an independent expert or  
18 master.  
19

20       **R. Schedule Worksheet**

21       The Parties attach the completed Schedule of Pretrial and Trial Dates  
22 Worksheet pursuant to the Honorable Judge Michelle Williams Court's Scheduling  
23 Order as Exhibit A. Due to the need for additional dates for the patent claim  
24 construction and invalidity issues, the Parties are filing a separate stipulation and  
25 proposed order incorporating the new dates based on the Northern District of  
26 California's Local Patent Rules.  
27  
28

1 Thus, in addition to the dates provided for on the attached Worksheet, the  
2 parties also request that the Court adopt the patent-related disclosures and claim-  
3 construction procedures provided in the Patent Local Rules of the United States  
4 District Court for the Northern District of California. Several judges in this District  
5 experienced with patent-infringement actions either expressly adopt the Northern  
6 District's, mirror them in their standing orders, or incorporate key elements of those  
7 rules.

8 **S. Other Issues**

9 Plaintiffs anticipate that their principal witnesses will require a court interpreter  
10 for Mandarin Chinese should the need arise.  
11

12  
13 Dated: July 3, 2025

Respectfully submitted,

14 **ORBIT IP, LLP**

**BAYRAMOGLU LAW OFFICES LLC**

15  
16 /s/ Ehab M. Samuel

/s/ David Silver.

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**ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4(2)(i)**

Pursuant to Local Rule 5-4.3.4(2)(i), I, David Silver, attest that all other signatories listed and on whose behalf the filing is submitted concur in this filing's content and have authorized this filing.

/s/ David Silver

David Silver

## CERTIFICATE OF SERVICE

I, hereby certify that on July 3, 2025, I electronically filed the foregoing with the Court using the CM/ECF system, and thereby delivered the foregoing by electronic means to all counsel of record.

/s/ *David Silver*

David Silver

**BAYRAMOGLU LAW OFFICES LLC**